

**SAN JOSE COALITION**

**AEA/Unit 41, 42 -IFPTE LOCAL 21**

**AEA/Unit 43 – IFPTE LOCAL 21**

**AMSP**

**CAMP/IFPTE LOCAL 21**

**LAST, BEST AND FINAL OFFER**

**March 17, 2011**

**CITY OF SAN JOSE AND AEA (Unit 41/42)**  
**CITY PACKAGE PROPOSAL "B"**

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**REOPENER**

In the event that the City reaches a settlement with any other employee unit covering the time period of this Agreement that has an ongoing total compensation reduction of less than ten percent (10%), in any form or manner, this agreement will reopen on the subject of total compensation and the parties will meet and confer to determine how the difference between a 10% ongoing total compensation reduction and the lesser amount agreed to with any other employee unit will be provided.

This provision will also apply in the event the City reaches a settlement which does not include the roll back of any general wage increase (not including any step and/or merit increases), as authorized by the City Council on November 25, 2010, received by any employee unit in Fiscal Year 2010-2011.

This provision will not apply to any changes made to any employee unit which occurs as the result of an interest arbitration award that is the result of contested issues resolved only via a full evidentiary hearing and substantive briefing.

***This proposal is submitted in an attempt to reach a settlement. In the event the proposal is not accepted, the City reserves the right to modify, amend and/or add proposals.***

FOR AEA Unit 41/42

John Mukhar 3/17/2011  
John Mukhar Date  
President

Association of Engineers and Architects,  
IFPTE Local 21 (AEA Unit 41/42)

Nancy J. Ostrowski 3/17/2011  
Nancy J. Ostrowski Date  
Senior Labor Representative,  
IFPTE Local 21

**CITY OF SAN JOSE AND AEA (Unit 43)**  
**CITY PACKAGE PROPOSAL "B"**

---

**REOPENER**

In the event that the City reaches a settlement with any other employee unit covering the time period of this Agreement that has an ongoing total compensation reduction of less than ten percent (10%), in any form or manner, this agreement will reopen on the subject of total compensation and the parties will meet and confer to determine how the difference between a 10% ongoing total compensation reduction and the lesser amount agreed to with any other employee unit will be provided.

This provision will also apply in the event the City reaches a settlement which does not include the roll back of any general wage increase (not including any step and/or merit increases), as authorized by the City Council on November 25, 2010, received by any employee unit in Fiscal Year 2010-2011.

This provision will not apply to any changes made to any employee unit which occurs as the result of an interest arbitration award that is the result of contested issues resolved only via a full evidentiary hearing and substantive briefing.

***This proposal is submitted in an attempt to reach a settlement. In the event the proposal is not accepted, the City reserves the right to modify, amend and/or add proposals.***

FOR AEA Unit 43

John Mukhar 3/17/2011  
Date

John Mukhar

President

Association of Engineers and Architects,

IFPTE Local 21 (AEA Unit 43)

Nancy J. Ostrowski 3/17/2011  
Date

Nancy J. Ostrowski

Senior Labor Representative,

IFPTE Local 21

**CITY OF SAN JOSE AND AMSP  
CITY PACKAGE PROPOSAL "B"**

---

**REOPENER**

In the event that the City reaches a settlement with any other employee unit covering the time period of this Agreement that has an ongoing total compensation reduction of less than ten percent (10%), in any form or manner, this agreement will reopen on the subject of total compensation and the parties will meet and confer to determine how the difference between a 10% ongoing total compensation reduction and the lesser amount agreed to with any other employee unit will be provided.

This provision will also apply in the event the City reaches a settlement which does not include the roll back of any general wage increase (not including any step and/or merit increases), as authorized by the City Council on November 25, 2010, received by any employee unit in Fiscal Year 2010-2011.

This provision will not apply to any changes made to any employee unit which occurs as the result of an interest arbitration award that is the result of contested issues resolved only via a full evidentiary hearing and substantive briefing.

***This proposal is submitted in an attempt to reach a settlement. In the event the proposal is not accepted, the City reserves the right to modify, amend and/or add proposals.***

FOR AMSP

 3/17/2011

Dale Dapp

Date

Association of Maintenance and  
Supervisory Personnel (AMSP)

CITY OF SAN JOSE AND CAMP  
CITY PACKAGE PROPOSAL "B"

---

**REOPENER**


In the event that the City reaches a settlement with any other employee unit covering the time period of this Agreement that has an ongoing total compensation reduction of less than ten percent (10%), in any form or manner, this agreement will reopen on the subject of total compensation and the parties will meet and confer to determine how the difference between a 10% ongoing total compensation reduction and the lesser amount agreed to with any other employee unit will be provided.

This provision will also apply in the event the City reaches a settlement which does not include the roll back of any general wage increase (not including any step and/or merit increases), as authorized by the City Council on November 25, 2010, received by any employee unit in Fiscal Year 2010-2011.

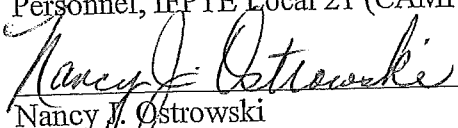
This provision will not apply to any changes made to any employee unit which occurs as the result of an interest arbitration award that is the result of contested issues resolved only via a full evidentiary hearing and substantive briefing.

***This proposal is submitted in an attempt to reach a settlement. In the event the proposal is not accepted, the City reserves the right to modify, amend and/or add proposals.***

FOR CAMP

  
Cay Denise MacKenzie  
President  
Date 3/17/2011

City Association of Management  
Personnel, IFPTE Local 21 (CAMP)

  
Nancy J. Ostrowski  
Senior Labor Representative,  
IFPTE Local 21  
Date 3/17/2011

2011 CITY OF SAN JOSE – AEA (Unit 41/42)

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**PERIOD OF MEMORANDUM OF AGREEMENT**

Proposed Language:

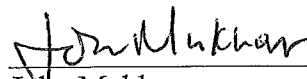
This Agreement shall become effective July 1, 2011, except where otherwise provided, and shall remain in effect through June 30, 2013. No amendment or change to the provisions of this Agreement shall be valid or binding unless reduced to writing and signed by duly authorized representative(s) of the parties.

This contract expires on June 30, 2013. It is mutually agreed that the first meeting of the parties will be held no later than fifteen (15) calendar days after the City or Association receives notice from the other, which may be any date after January 1 of the year in which the current contract terminates.

*This language is intended to replace the language in:*

- Article 2 of the AEA (41/42) Memorandum of Agreement

FOR AEA Unit 41/42



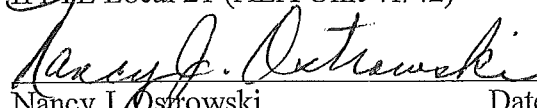
John Mukhar

3/17/2011

Date

President

Association of Engineers and Architects,  
IFPTE Local 21 (AEA Unit 41/42)



Nancy J. Ostrowski

3/17/2011  
Date

Senior Labor Representative,  
IFPTE Local 21

PERIOD OF MEMORANDUM OF AGREEMENT

Proposed Language:

This Agreement shall become effective July 1, 2011, except where otherwise provided, and shall remain in effect through June 30, 2013. No amendment or change to the provisions of this Agreement shall be valid or binding unless reduced to writing and signed by duly authorized representative(s) of the parties.

This contract expires on June 30, 2013. It is mutually agreed that the first meeting of the parties will be held no later than fifteen (15) calendar days after the City or Association receives notice from the other, which may be any date after January 1 of the year in which the current contract terminates.

*This language is intended to replace the language in:*

- Article 2 of the AEA (43) Memorandum of Agreement

FOR AEA Unit 43

John Mukhar 3/17/2011  
John Mukhar Date  
President

Association of Engineers and Architects,  
IFPTE Local 21 (AEA Unit 43)

Nancy J. Ostrowski 3/17/2011  
Nancy J. Ostrowski Date  
Senior Labor Representative,  
IFPTE Local 21

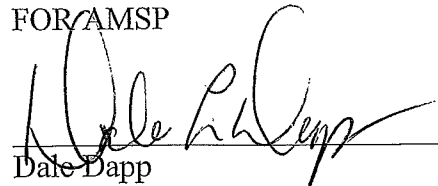
**PERIOD OF MEMORANDUM OF AGREEMENT**

Proposed Language:

This Agreement shall become effective July 1, 2011, except where otherwise provided, and shall remain in effect through June 30, 2013. No amendment or change to the provisions of this Agreement shall be valid or binding unless reduced to writing and signed by duly authorized representative(s) of the parties.

This contract expires on June 30, 2013. It is mutually agreed that the first meeting of the parties will be held no later than fifteen (15) calendar days after the City or Association receives notice from the other, which may be any date after January 1 of the year in which the current contract terminates.

FOR AMSP



Dale Dapp

3/17/2011  
Date

Association of Maintenance and  
Supervisory Personnel (AMSP)



2011 CITY OF SAN JOSE

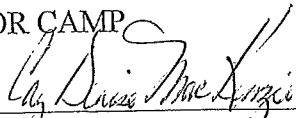
PERIOD OF MEMORANDUM OF AGREEMENT

Proposed Language:

This Agreement shall become effective July 1, 2011, except where otherwise provided, and shall remain in effect through June 30, 2013. No amendment or change to the provisions of this Agreement shall be valid or binding unless reduced to writing and signed by duly authorized representative(s) of the parties.

This contract expires on June 30, 2013. It is mutually agreed that the first meeting of the parties will be held no later than fifteen (15) calendar days after the City or Association receives notice from the other, which may be any date after January 1 of the year in which the current contract terminates.

FOR CAMP

  
Cay Denise MacKenzie

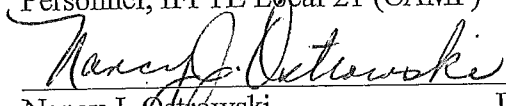
3/17/2011

Date

President

City Association of Management

Personnel, IFPTE Local 21 (CAMP)

  
Nancy J. Ostrowski

3/17/2011

Date

Senior Labor Representative,

IFPTE Local 21

## 2011 CITY OF SAN JOSE – COALITION

### CITY PROPOSAL – WAGES

#### Proposed Language:

Effective June 26, 2011, all salary ranges for employees holding positions in classifications assigned to [Union] shall be decreased by approximately 10.1%. This will result in the top and bottom of the range of all classifications represented by [Union] being 10.1% lower. All employees will receive a 10.1% base pay reduction.

*This language is intended to replace the language in:*

- Article 10.1 through Article 10.1.6 of the AEA (Unit 41/42) Memorandum of Agreement.
- Article 10.1 through Article 10.1.6 of the AEA (Unit 43) Memorandum of Agreement.
- The section entitled "Salary/Additional Retirement Contributions" in the AMSP Benefit & Compensation Summary
- The section entitled "Salary/Additional Retirement Contributions" in the CAMP Benefit & Compensation Summary

#### Note:

*The City will "undo" one-time and ongoing additional employee retirement contributions that offset the City's retirement contribution rates and stop "one-time" base rate concessions made in Fiscal Year 2010-2011 effective June 25, 2011.*

FOR AEA Unit 41/42

John Mukhar 3/17/2011

John Mukhar Date  
President

Association of Engineers and Architects,  
IFPTE Local 21 (AEA Unit 41/42)

Nancy J. Ostrowski 3/17/2011

Nancy J. Ostrowski Date  
Senior Labor Representative,  
IFPTE Local 21

## 2011 CITY OF SAN JOSE – COALITION

### CITY PROPOSAL – WAGES

#### Proposed Language:

Effective June 26, 2011, all salary ranges for employees holding positions in classifications assigned to **[Union]** shall be decreased by approximately 10.1%. This will result in the top and bottom of the range of all classifications represented by **[Union]** being 10.1% lower. All employees will receive a 10.1% base pay reduction.

*This language is intended to replace the language in:*

- Article 10.1 through Article 10.1.6 of the AEA (Unit 41/42) Memorandum of Agreement.
- Article 10.1 through Article 10.1.6 of the AEA (Unit 43) Memorandum of Agreement.
- The section entitled "Salary/Additional Retirement Contributions" in the AMSP Benefit & Compensation Summary
- The section entitled "Salary/Additional Retirement Contributions" in the CAMP Benefit & Compensation Summary

#### Note:

*The City will "undo" one-time and ongoing additional employee retirement contributions that offset the City's retirement contribution rates and stop "one-time" base rate concessions made in Fiscal Year 2010-2011 effective June 25, 2011.*

FOR AEA Unit 43



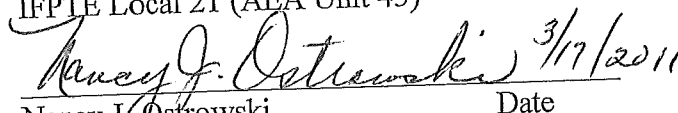
3/17/2011

John Mukhar

Date

President

Association of Engineers and Architects,  
IFPTE Local 21 (AEA Unit 43)



3/17/2011  
Date

Nancy J. Ostrowski  
Senior Labor Representative,  
IFPTE Local 21

## 2011 CITY OF SAN JOSE – COALITION

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### CITY PROPOSAL – WAGES

Proposed Language:

Effective June 26, 2011, all salary ranges for employees holding positions in classifications assigned to **[Union]** shall be decreased by approximately 10.1%. This will result in the top and bottom of the range of all classifications represented by **[Union]** being 10.1% lower. All employees will receive a 10.1% base pay reduction.

*This language is intended to replace the language in:*

- Article 10.1 through Article 10.1.6 of the AEA (Unit 41/42) Memorandum of Agreement.
- Article 10.1 through Article 10.1.6 of the AEA (Unit 43) Memorandum of Agreement.
- The section entitled "Salary/Additional Retirement Contributions" in the AMSP Benefit & Compensation Summary
- The section entitled "Salary/Additional Retirement Contributions" in the CAMP Benefit & Compensation Summary

*Note:*

*The City will "undo" one-time and ongoing additional employee retirement contributions that offset the City's retirement contribution rates and stop "one-time" base rate concessions made in Fiscal Year 2010-2011 effective June 25, 2011.*

FOR AMSP

 3/17/2011

Dale Dapp

Date

Association of Maintenance and  
Supervisory Personnel (AMSP)

## 2011 CITY OF SAN JOSE – COALITION

### CITY PROPOSAL – WAGES

#### Proposed Language:

Effective June 26, 2011, all salary ranges for employees holding positions in classifications assigned to **[Union]** shall be decreased by approximately 10.1%. This will result in the top and bottom of the range of all classifications represented by **[Union]** being 10.1% lower. All employees will receive a 10.1% base pay reduction.

*This language is intended to replace the language in:*

- Article 10.1 through Article 10.1.6 of the AEA (Unit 41/42) Memorandum of Agreement.
- Article 10.1 through Article 10.1.6 of the AEA (Unit 43) Memorandum of Agreement.
- The section entitled "Salary/Additional Retirement Contributions" in the AMSP Benefit & Compensation Summary
- The section entitled "Salary/Additional Retirement Contributions" in the CAMP Benefit & Compensation Summary

#### Note:

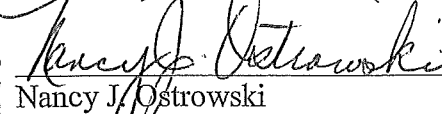
*The City will "undo" one-time and ongoing additional employee retirement contributions that offset the City's retirement contribution rates and stop "one-time" base rate concessions made in Fiscal Year 2010-2011 effective June 25, 2011.*

FOR CAMP

  
Cay Denise MacKenzie 3/17/2011  
Date

President

City Association of Management  
Personnel, IFPTE Local 21 (CAMP)

  
Nancy J. Ostrowski 3/17/2011  
Date  
Senior Labor Representative,  
IFPTE Local 21

**CITY PROPOSAL – HEALTHCARE COST SHARING**

Proposed Language:

Effective pay date July 1, 2011, the City pays eighty-five percent (85%) of the cost of the lowest priced plan for the employee or the employee and dependent coverage and the employee pays fifteen percent (15%) of the premium for the lowest priced plan. If the employee selects a plan other than the lowest priced plan, the employee pays the difference between the total cost of the selected plan and the City's contribution towards the lowest priced plan.

*This language shall be added under:*

- *Article 11.1.2 of the AEA Memorandum of Agreement, Units 41/42 (replaces current Articles 11.1.2, 11.1.3 and 11.1.4)*
- *Article 11.1.2 of the AEA Memorandum of Agreement, Unit 43 (replaces current Articles 11.1.2, 11.1.3 and 11.1.4)*
- *Health Insurance Section of the CAMP Compensation Summary (previous references to cost sharing will be deleted)*
- *Health Insurance Section of the AMSP Compensation Summary (previous references to cost sharing will be deleted)*

FOR AEA Unit 41/42

John Mukhar 3/17/2011  
John Mukhar Date  
President

Association of Engineers and Architects,  
IFPTE Local 21 (AEA Unit 41/42)

Nancy J. Ostrowski 3/17/2011  
Nancy J. Ostrowski Date  
Senior Labor Representative,  
IFPTE Local 21

**2011 CITY OF SAN JOSE – COALITION**

**CITY PROPOSAL – HEALTHCARE COST SHARING**

**Proposed Language:**

Effective pay date July 1, 2011, the City pays eighty-five percent (85%) of the cost of the lowest priced plan for the employee or the employee and dependent coverage and the employee pays fifteen percent (15%) of the premium for the lowest priced plan. If the employee selects a plan other than the lowest priced plan, the employee pays the difference between the total cost of the selected plan and the City's contribution towards the lowest priced plan.

*This language shall be added under:*

- Article 11.1.2 of the AEA Memorandum of Agreement, Units 41/42 (replaces current Articles 11.1.2, 11.1.3 and 11.1.4)
- Article 11.1.2 of the AEA Memorandum of Agreement, Unit 43 (replaces current Articles 11.1.2, 11.1.3 and 11.1.4)
- Health Insurance Section of the CAMP Compensation Summary (previous references to cost sharing will be deleted)
- Health Insurance Section of the AMSP Compensation Summary (previous references to cost sharing will be deleted)

FOR AEA Unit 43

John Mukhar 3/17/2011  
John Mukhar Date  
President

Association of Engineers and Architects,  
IFPTE Local 21 (AEA Unit 43)

Nancy J. Ostrowski 3/17/2011  
Nancy J. Ostrowski Date  
Senior Labor Representative,  
IFPTE Local 21

## 2011 CITY OF SAN JOSE – COALITION

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### CITY PROPOSAL – HEALTHCARE COST SHARING

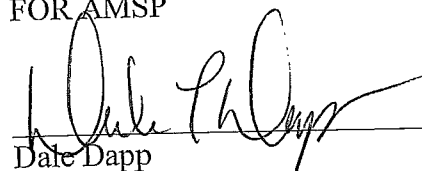
#### Proposed Language:

Effective pay date July 1, 2011, the City pays eighty-five percent (85%) of the cost of the lowest priced plan for the employee or the employee and dependent coverage and the employee pays fifteen percent (15%) of the premium for the lowest priced plan. If the employee selects a plan other than the lowest priced plan, the employee pays the difference between the total cost of the selected plan and the City's contribution towards the lowest priced plan.

*This language shall be added under:*

- *Article 11.1.2 of the AEA Memorandum of Agreement, Units 41/42 (replaces current Articles 11.1.2, 11.1.3 and 11.1.4)*
- *Article 11.1.2 of the AEA Memorandum of Agreement, Unit 43 (replaces current Articles 11.1.2, 11.1.3 and 11.1.4)*
- *Health Insurance Section of the CAMP Compensation Summary (previous references to cost sharing will be deleted)*
- *Health Insurance Section of the AMSP Compensation Summary (previous references to cost sharing will be deleted)*

FOR AMSP

  
\_\_\_\_\_  
Date Dapp 3/17/2011  
Date  
Association of Maintenance and  
Supervisory Personnel (AMSP)

City of San Jose  
March 9, 2011



## 2011 CITY OF SAN JOSE – COALITION

### CITY PROPOSAL – HEALTHCARE COST SHARING

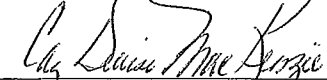
#### Proposed Language:

Effective pay date July 1, 2011, the City pays eighty-five percent (85%) of the cost of the lowest priced plan for the employee or the employee and dependent coverage and the employee pays fifteen percent (15%) of the premium for the lowest priced plan. If the employee selects a plan other than the lowest priced plan, the employee pays the difference between the total cost of the selected plan and the City's contribution towards the lowest priced plan.

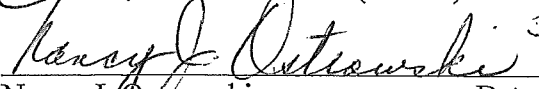
*This language shall be added under:*

- Article 11.1.2 of the AEA Memorandum of Agreement, Units 41/42 (replaces current Articles 11.1.2, 11.1.3 and 11.1.4)
- Article 11.1.2 of the AEA Memorandum of Agreement, Unit 43 (replaces current Articles 11.1.2, 11.1.3 and 11.1.4)
- Health Insurance Section of the CAMP Compensation Summary (previous references to cost sharing will be deleted)
- Health Insurance Section of the AMSP Compensation Summary (previous references to cost sharing will be deleted)

FOR CAMP

  
Cay Denise MacKenzie 3/17/2011  
Date  
President

City Association of Management  
Personnel, IFPTE Local 21 (CAMP)

  
Nancy J. Ostrowski 3/17/2011  
Date  
Senior Labor Representative,  
IFPTE Local 21

**2011 CITY OF SAN JOSE – COALITION**

**CITY PROPOSAL – HEALTHCARE CO-PAYS**

**Proposed Language:**

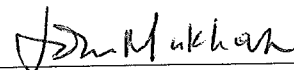
Effective pay date July 1, 2011, a \$25 Co-pay plan shall be implemented for all HMO plans, including the following changes:

- a. Office Visit Co-pay shall be increased to \$25
- b. Prescription Co-pay shall be increased to \$10 for generic and \$25 for brand name
- c. Emergency Room Co-pay shall be increased to \$100
- d. Inpatient/Outpatient procedure Co-pay shall be increased to \$100

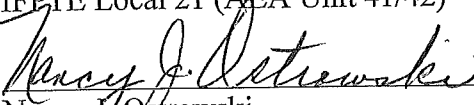
*This language shall be added under:*

- *Article 11.1.5 of the AEA Memorandum of Agreement, Units 41/42 (replaces current Article 11.1.5)*
- *Article 11.1.5 of the AEA Memorandum of Agreement, Unit 43 (replaces current Article 11.1.5)*
- *Health Insurance Section of the CAMP Compensation Summary (previous references to co-pays will be deleted)*
- *Health Insurance Section of the AMSP Compensation Summary (previous references to co-pays will be deleted)*

FOR AEA Unit 41/42

 3/7/2011  
John Mukhar Date  
President

Association of Engineers and Architects,  
IFPTE Local 21 (AEA Unit 41/42)

 3/7/2011  
Nancy J. Ostrowski Date  
Senior Labor Representative,  
IFPTE Local 21

2011 CITY OF SAN JOSE – COALITION

CITY PROPOSAL – HEALTHCARE CO-PAYS

Proposed Language:

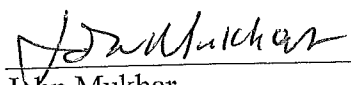
Effective pay date July 1, 2011, a \$25 Co-pay plan shall be implemented for all HMO plans, including the following changes:

- a. Office Visit Co-pay shall be increased to \$25
- b. Prescription Co-pay shall be increased to \$10 for generic and \$25 for brand name
- c. Emergency Room Co-pay shall be increased to \$100
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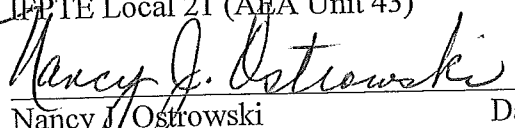
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- Article 11.1.5 of the AEA Memorandum of Agreement, Units 41/42 (replaces current Article 11.1.5)
- Article 11.1.5 of the AEA Memorandum of Agreement, Unit 43 (replaces current Article 11.1.5)
- Health Insurance Section of the CAMP Compensation Summary (previous references to co-pays will be deleted)
- Health Insurance Section of the AMSP Compensation Summary (previous references to co-pays will be deleted)

FOR AEA Unit 43

 3/17/2011  
John Mukhar Date  
President

Association of Engineers and Architects,  
IFPTE Local 21 (AEA Unit 43)

 3/17/2011  
Nancy J. Ostrowski Date  
Senior Labor Representative,  
IFPTE Local 21

## 2011 CITY OF SAN JOSE – COALITION

### CITY PROPOSAL – HEALTHCARE CO-PAYS

#### Proposed Language:

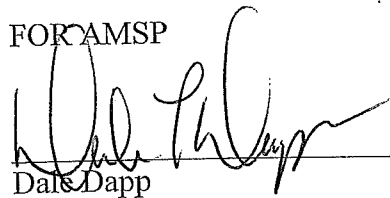
Effective pay date July 1, 2011, a \$25 Co-pay plan shall be implemented for all HMO plans, including the following changes:

- a. Office Visit Co-pay shall be increased to \$25
- b. Prescription Co-pay shall be increased to \$10 for generic and \$25 for brand name
- c. Emergency Room Co-pay shall be increased to \$100
- d. Inpatient/Outpatient procedure Co-pay shall be increased to \$100

*This language shall be added under:*

- Article 11.1.5 of the AEA Memorandum of Agreement, Units 41/42 (replaces current Article 11.1.5)
- Article 11.1.5 of the AEA Memorandum of Agreement, Unit 43 (replaces current Article 11.1.5)
- Health Insurance Section of the CAMP Compensation Summary (previous references to co-pays will be deleted)
- Health Insurance Section of the AMSP Compensation Summary (previous references to co-pays will be deleted)

FOR AMSP



Dale Dapp

3/17/2011  
Date

Association of Maintenance and  
Supervisory Personnel (AMSP)

## 2011 CITY OF SAN JOSE – COALITION

### CITY PROPOSAL – HEALTHCARE CO-PAYS

#### Proposed Language:

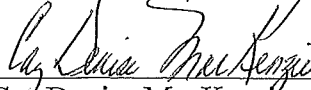
Effective pay date July 1, 2011, a \$25 Co-pay plan shall be implemented for all HMO plans, including the following changes:

- a. Office Visit Co-pay shall be increased to \$25
- b. Prescription Co-pay shall be increased to \$10 for generic and \$25 for brand name
- c. Emergency Room Co-pay shall be increased to \$100
- d. Inpatient/Outpatient procedure Co-pay shall be increased to \$100

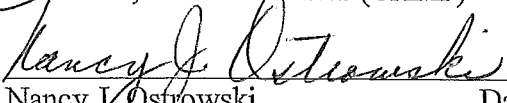
*This language shall be added under:*

- *Article 11.1.5 of the AEA Memorandum of Agreement, Units 41/42 (replaces current Article 11.1.5)*
- *Article 11.1.5 of the AEA Memorandum of Agreement, Unit 43 (replaces current Article 11.1.5)*
- *Health Insurance Section of the CAMP Compensation Summary (previous references to co-pays will be deleted)*
- *Health Insurance Section of the AMSP Compensation Summary (previous references to co-pays will be deleted)*

FOR CAMP

  
Cay Denise MacKenzie 3/17/2011  
Date  
President

City Association of Management  
Personnel, IFPTE Local 21 (CAMP)

  
Nancy J. Ostrowski 3/17/2011  
Date  
Senior Labor Representative,  
IFPTE Local 21

## 2011 CITY OF SAN JOSE – COALITION

### CITY PROPOSAL – HEALTH AND DENTAL IN LIEU

#### Proposed Language:

Effective pay date July 1, 2011, employees who qualify for and participate in the payment in-lieu of health and/or dental insurance program will receive the following per pay period:

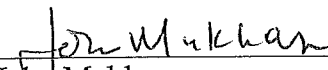
	Health in-lieu	Dental in-lieu
If eligible for family coverage	\$221.84	\$19.95
If NOT eligible for family coverage	\$89.09	\$19.95

A City employee who receives healthcare coverage as a dependent of another City employee or retiree shall be deemed not eligible for family coverage.


*This language shall be added under:*

- *Article 11.3.2 of the AEA Memorandum of Agreement, Units 41/42 (replaces current Article 11.3.2)*
- *Article 11.3.2 of the AEA Memorandum of Agreement, Unit 43 (replaces current Article 11.3.2)*
- *Health and Dental In Lieu Section of the CAMP Compensation Summary*
- *Health and Dental In Lieu Section of the AMSP Compensation Summary*

FOR AEA Unit 41/42

 3/17/2011  
John Mukhar Date  
President

Association of Engineers and Architects,  
IFPTE Local 21 (AEA Unit 41/42)

 3/17/2011  
Nancy J. Ostrowski Date  
Senior Labor Representative,  
IFPTE Local 21

## 2011 CITY OF SAN JOSE – COALITION

### CITY PROPOSAL – HEALTH AND DENTAL IN LIEU

#### Proposed Language:

Effective pay date July 1, 2011, employees who qualify for and participate in the payment in-lieu of health and/or dental insurance program will receive the following per pay period:

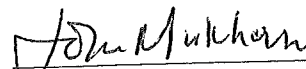
	Health in-lieu	Dental in-lieu
If eligible for family coverage	\$221.84	\$19.95
If NOT eligible for family coverage	\$89.09	\$19.95

A City employee who receives healthcare coverage as a dependent of another City employee or retiree shall be deemed not eligible for family coverage.

*This language shall be added under:*

- Article 11.3.2 of the AEA Memorandum of Agreement, Units 41/42 (replaces current Article 11.3.2)
- Article 11.3.2 of the AEA Memorandum of Agreement, Unit 43 (replaces current Article 11.3.2)
- Health and Dental In Lieu Section of the CAMP Compensation Summary
- Health and Dental In Lieu Section of the AMSP Compensation Summary

FOR AEA Unit 43



3/17/2011

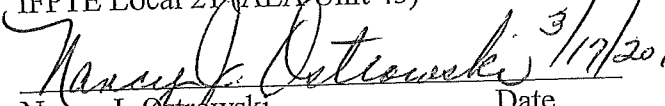
John Mukhar

Date

President

Association of Engineers and Architects,

IFPTE Local 21 (AEA Unit 43)



Nancy J. Ostrowski

Date

Senior Labor Representative,

IFPTE Local 21

## 2011 CITY OF SAN JOSE – COALITION

### CITY PROPOSAL – HEALTH AND DENTAL IN LIEU

#### Proposed Language:

Effective pay date July 1, 2011, employees who qualify for and participate in the payment in-lieu of health and/or dental insurance program will receive the following per pay period:

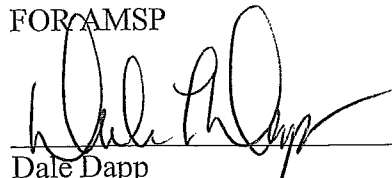
	Health in-lieu	Dental in-lieu
If eligible for family coverage	\$221.84	\$19.95
If NOT eligible for family coverage	\$89.09	\$19.95

A City employee who receives healthcare coverage as a dependent of another City employee or retiree shall be deemed not eligible for family coverage.

*This language shall be added under:*

- Article 11.3.2 of the AEA Memorandum of Agreement, Units 41/42 (replaces current Article 11.3.2)
- Article 11.3.2 of the AEA Memorandum of Agreement, Unit 43 (replaces current Article 11.3.2)
- Health and Dental In Lieu Section of the CAMP Compensation Summary
- Health and Dental In Lieu Section of the AMSP Compensation Summary

FOR AMSP



Dale Dapp

3/17/2011

Date

Association of Maintenance and  
Supervisory Personnel (AMSP)



## 2011 CITY OF SAN JOSE – COALITION

### CITY PROPOSAL – HEALTH AND DENTAL IN LIEU

#### Proposed Language:

Effective pay date July 1, 2011, employees who qualify for and participate in the payment in-lieu of health and/or dental insurance program will receive the following per pay period:

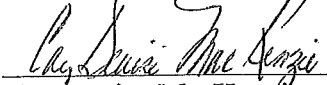
	Health in-lieu	Dental in-lieu
If eligible for family coverage	\$221.84	\$19.95
If NOT eligible for family coverage	\$89.09	\$19.95

A City employee who receives healthcare coverage as a dependent of another City employee or retiree shall be deemed not eligible for family coverage.

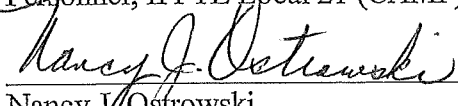
*This language shall be added under:*

- Article 11.3.2 of the AEA Memorandum of Agreement, Units 41/42 (replaces current Article 11.3.2)
- Article 11.3.2 of the AEA Memorandum of Agreement, Unit 43 (replaces current Article 11.3.2)
- Health and Dental In Lieu Section of the CAMP Compensation Summary
- Health and Dental In Lieu Section of the AMSP Compensation Summary

FOR CAMP

  
Cay/Denise MacKenzie 3/17/2011  
President Date

City Association of Management  
Personnel, IFPTE Local 21 (CAMP)

  
Nancy J. Ostrowski 3/17/2011  
Senior Labor Representative, Date  
IFPTE Local 21

## 2011 CITY OF SAN JOSE – COALITION

### CITY PROPOSAL – HEALTHCARE DUAL COVERAGE

Proposed Language:

An employee may not be simultaneously covered by City-provided medical benefits as a City employee and as a dependent of another City employee or retiree.

*This language shall be added under:*

- Article 11.1.6 of the AEA Memorandum of Agreement (Units 41/42) as a new Section
- Article 11.1.6 of the AEA Memorandum of Agreement (Unit 43) as a new Section
- Health Insurance Section of the CAMP Compensation Summary
- Health Insurance Section of the AMSP Compensation Summary

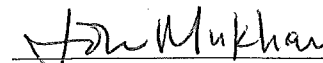
Proposed Language:

An employee may not be simultaneously covered by City-provided dental benefits as a City employee and as a dependent of another City employee or retiree.

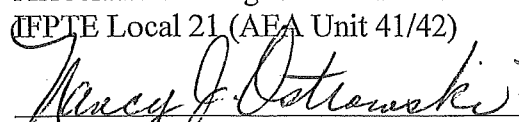
*This language shall be added under:*

- Article 11.2.3 of the AEA Memorandum of Agreement (Units 41/42) as a new Section
- Article 11.2.3 of the AEA Memorandum of Agreement (Unit 43) as a new Section
- Dental Insurance Section of the CAMP Compensation Summary
- Dental Insurance Section of the AMSP Compensation Summary

FOR AEA Unit 41/42

 3/17/2011  
John Mukhar Date  
President

Association of Engineers and Architects,  
IFPTE Local 21 (AEA Unit 41/42)

 3/17/2011  
Nancy J. Ostrowski Date  
Senior Labor Representative,  
IFPTE Local 21

2011 CITY OF SAN JOSE – COALITION

CITY PROPOSAL – HEALTHCARE DUAL COVERAGE

Proposed Language:

An employee may not be simultaneously covered by City-provided medical benefits as a City employee and as a dependent of another City employee or retiree.

*This language shall be added under:*

- Article 11.1.6 of the AEA Memorandum of Agreement (Units 41/42) as a new Section
- Article 11.1.6 of the AEA Memorandum of Agreement (Unit 43) as a new Section
- Health Insurance Section of the CAMP Compensation Summary
- Health Insurance Section of the AMSP Compensation Summary

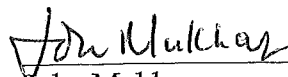
Proposed Language:

An employee may not be simultaneously covered by City-provided dental benefits as a City employee and as a dependent of another City employee or retiree.

*This language shall be added under:*

- Article 11.2.3 of the AEA Memorandum of Agreement (Units 41/42) as a new Section
- Article 11.2.3 of the AEA Memorandum of Agreement (Unit 43) as a new Section
- Dental Insurance Section of the CAMP Compensation Summary
- Dental Insurance Section of the AMSP Compensation Summary

FOR AEA Unit 43

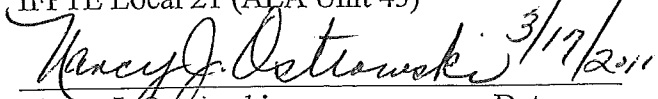


John Mukhar

President

Association of Engineers and Architects,

IFPTE Local 21 (AEA Unit 43)



Nancy J. Ostrowski

Senior Labor Representative,

IFPTE Local 21

City of San Jose  
March 9, 2011

**2011 CITY OF SAN JOSE – COALITION**

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**CITY PROPOSAL – HEALTHCARE DUAL COVERAGE**

**Proposed Language:**

An employee may not be simultaneously covered by City-provided medical benefits as a City employee and as a dependent of another City employee or retiree.

*This language shall be added under:*

- *Article 11.1.6 of the AEA Memorandum of Agreement (Units 41/42) as a new Section*
- *Article 11.1.6 of the AEA Memorandum of Agreement (Unit 43) as a new Section*
- *Health Insurance Section of the CAMP Compensation Summary*
- *Health Insurance Section of the AMSP Compensation Summary*

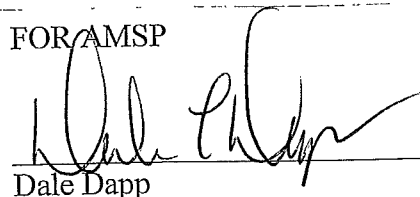
**Proposed Language:**

An employee may not be simultaneously covered by City-provided dental benefits as a City employee and as a dependent of another City employee or retiree.

*This language shall be added under:*

- *Article 11.2.3 of the AEA Memorandum of Agreement (Units 41/42) as a new Section*
- *Article 11.2.3 of the AEA Memorandum of Agreement (Unit 43) as a new Section*
- *Dental Insurance Section of the CAMP Compensation Summary*
- *Dental Insurance Section of the AMSP Compensation Summary*

FOR AMSP



Dale Dapp

3/17/2011  
Date

Association of Maintenance and  
Supervisory Personnel (AMSP)

## 2011 CITY OF SAN JOSE – COALITION

### CITY PROPOSAL – HEALTHCARE DUAL COVERAGE

#### Proposed Language:

An employee may not be simultaneously covered by City-provided medical benefits as a City employee and as a dependent of another City employee or retiree.

*This language shall be added under:*

- Article 11.1.6 of the AEA Memorandum of Agreement (Units 41/42) as a new Section
- Article 11.1.6 of the AEA Memorandum of Agreement (Unit 43) as a new Section
- Health Insurance Section of the CAMP Compensation Summary
- Health Insurance Section of the AMSP Compensation Summary

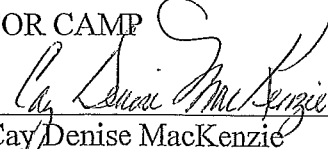
#### Proposed Language:

An employee may not be simultaneously covered by City-provided dental benefits as a City employee and as a dependent of another City employee or retiree.

*This language shall be added under:*

- Article 11.2.3 of the AEA Memorandum of Agreement (Units 41/42) as a new Section
- Article 11.2.3 of the AEA Memorandum of Agreement (Unit 43) as a new Section
- Dental Insurance Section of the CAMP Compensation Summary
- Dental Insurance Section of the AMSP Compensation Summary

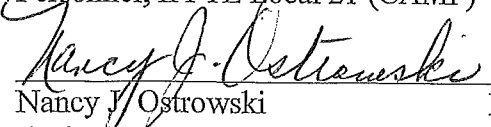
FOR CAMP

  
Cay Denise MacKenzie Date

President

City Association of Management

Personnel, IFPTE Local 21 (CAMP)

  
Nancy J. Ostrowski Date

Senior Labor Representative,  
IFPTE Local 21

City of San Jose  
March 9, 2011

## Side Letter Agreement

BETWEEN

THE CITY OF SAN JOSE

and

ASSOCIATION OF ENGINEERS AND ARCHITECTS, IFPTE LOCAL 21  
(AEA Unit 41/42)

### RETIREMENT REFORM

The City and the Association of Engineers and Architects, IFPTE Local 21 Unit 41/42 agree to continue meeting and conferring on pension and retiree healthcare benefits for current and future employees.

Either the City or AEA Unit 41/42 may provide notice to the other of its request to continue to meet and confer. Upon such notice, the parties shall continue these negotiations within ten (10) calendar days after the City or AEA Unit 41/42 receives notice from the other. The City and AEA Unit 41/42 shall continue to meet and confer in good faith in an effort to reach a mutual agreement.

If the parties are at impasse and no agreement is reached, either party may invoke the impasse procedures in accordance with the applicable provisions under the Employer-Employee Relations Resolution No. 39367. The parties understand that this means that, notwithstanding any other provision in any successor Memorandum of Agreement, the City will have the right to unilaterally implement in the event that no agreement is reached at the conclusion of negotiations and mandatory impasse procedures. In such event, neither party waives any legal rights.

This Agreement is tentative and shall become effective only as part of the overall agreement on, and only during the term of, a successor agreement between the City and AEA Unit 41/42.

FOR THE CITY:

\_\_\_\_\_  
Aracely Rodriguez  
Office of Employee Relations

\_\_\_\_\_  
Date

FOR AEA Unit 41/42

\_\_\_\_\_  
John Mukhar  
President

\_\_\_\_\_  
3/17/2011  
Date

\_\_\_\_\_  
Association of Engineers and Architects,  
IFPTE Local 21 (AEA Unit 41/42)

\_\_\_\_\_  
Nancy J. Ostrowski  
Senior Labor Representative,  
IFPTE Local 21

\_\_\_\_\_  
3/17/2011  
Date

## Side Letter Agreement

BETWEEN

THE CITY OF SAN JOSE

and

ASSOCIATION OF ENGINEERS AND ARCHITECTS, IFPTE LOCAL 21  
(AEA Unit 43)

### RETIREMENT REFORM

The City and the Association of Engineers and Architects, IFPTE Local 21 Unit 43 agree to continue meeting and conferring on pension and retiree healthcare benefits for current and future employees.

Either the City or AEA Unit 43 may provide notice to the other of its request to continue to meet and confer. Upon such notice, the parties shall continue these negotiations within ten (10) calendar days after the City or AEA Unit 43 receives notice from the other. The City and AEA Unit 43 shall continue to meet and confer in good faith in an effort to reach a mutual agreement.

If the parties are at impasse and no agreement is reached, either party may invoke the impasse procedures in accordance with the applicable provisions under the Employer-Employee Relations Resolution No. 39367. The parties understand that this means that, notwithstanding any other provision in any successor Memorandum of Agreement, the City will have the right to unilaterally implement in the event that no agreement is reached at the conclusion of negotiations and mandatory impasse procedures. In such event, neither party waives any legal rights.

This Agreement is tentative and shall become effective only as part of the overall agreement on, and only during the term of, a successor agreement between the City and AEA Unit 43.

FOR THE CITY:

\_\_\_\_\_  
Aracely Rodriguez  
Office of Employee Relations

Date

FOR AEA Unit 43

John Mukhar 3/17/2011  
John Mukhar Date  
President

Association of Engineers and Architects,  
IFPTE Local 21 (AEA Unit 43)

Nancy J. Ostrowski 3/17/2011  
Nancy J. Ostrowski Date  
Senior Labor Representative,  
IFPTE Local 21

## Side Letter Agreement

BETWEEN

THE CITY OF SAN JOSE

and

ASSOCIATION OF MAINTENANCE AND SUPERVISORY PERSONNEL (AMSP)

### RETIREMENT REFORM

The City and the Association of Maintenance and Supervisory Personnel (AMSP) agree to continue meeting and conferring on pension and retiree healthcare benefits for current and future employees.

Either the City or AMSP may provide notice to the other of its request to continue to meet and confer. Upon such notice, the parties shall continue these negotiations within ten (10) calendar days after the City or AMSP receives notice from the other. The City and AMSP shall continue to meet and confer in good faith in an effort to reach a mutual agreement.

If the parties are at impasse and no agreement is reached, either party may invoke the impasse procedures in accordance with the applicable provisions under the Employer-Employee Relations Resolution No. 39367. The parties understand that this means that, notwithstanding any other provision in any successor Agreement, the City will have the right to unilaterally implement in the event that no agreement is reached at the conclusion of negotiations and mandatory impasse procedures. In such event, neither party waives any legal rights.

This Agreement is tentative and shall become effective only as part of the overall agreement on, and only during the term of, a successor agreement between the City and AMSP.

FOR THE CITY:

Aracely Rodriguez  
Office of Employee Relations

Date

FOR AMSP:

Dale Dapp  
Association of Maintenance and  
Supervisory Personnel (AMSP)

3/17/2011  
Date



## Side Letter Agreement

BETWEEN

THE CITY OF SAN JOSE

and

CITY ASSOCIATION OF MANAGEMENT PERSONNEL, IFPTE LOCAL 21 (CAMP)

### RETIREMENT REFORM

The City and the City Association of Management Personnel, IFPTE Local 21 (CAMP) agree to continue meeting and conferring on pension and retiree healthcare benefits for current and future employees.

Either the City or CAMP may provide notice to the other of its request to continue to meet and confer. Upon such notice, the parties shall continue these negotiations within ten (10) calendar days after the City or CAMP receives notice from the other. The City and CAMP shall continue to meet and confer in good faith in an effort to reach a mutual agreement.

If the parties are at impasse and no agreement is reached, either party may invoke the impasse procedures in accordance with the applicable provisions under the Employer-Employee Relations Resolution No. 39367. The parties understand that this means that, notwithstanding any other provision in any successor Agreement, the City will have the right to unilaterally implement in the event that no agreement is reached at the conclusion of negotiations and mandatory impasse procedures. In such event, neither party waives any legal rights.

This Agreement is tentative and shall become effective only as part of the overall agreement on, and only during the term of, a successor agreement between the City and CAMP.

FOR THE CITY:

Aracely Rodriguez  
Office of Employee Relations

Date

FOR CAMP

Cay Denise MacKenzie

President

City Association of Management  
Personnel, IFPTE Local 21 (CAMP)

Nancy J. Ostrowski

Senior Labor Representative,  
IFPTE Local 21

Date

Date

## Side Letter Agreement

BETWEEN

THE CITY OF SAN JOSE

and

ASSOCIATION OF ENGINEERS AND ARCHITECTS, IFPTE LOCAL 21  
(AEA Unit 41/42)

### LAYOFF

The City or the Association of Engineers and Architects, IFPTE Local 21 (AEA Unit 41/42) may provide notice to the other of its request to meet and confer on modifications to the City's layoff process and procedure, including the provisions of the Layoff article in the Memorandum of Agreement. Upon such notice, the parties shall meet within ten (10) calendar days after the City or AEA Unit 41/42 receives notice from the other. The City and AEA Unit 41/42 shall meet and confer in good faith in an effort to reach a mutual agreement. If the parties are at impasse and no agreement is reached, either party may invoke the impasse procedures in accordance with the applicable provisions under the Employer-Employee Relations Resolution No. 39367. The parties understand that this means that, notwithstanding any other provision in any successor Memorandum of Agreement, the City will have the right to unilaterally implement in the event that no agreement is reached at the conclusion of negotiations and mandatory impasse procedures.

This Agreement is tentative and shall become effective only as part of the overall agreement on, and only during the term of, a successor Memorandum of Agreement.

FOR THE CITY:

\_\_\_\_\_  
Aracely Rodriguez  
Office of Employee Relations

Date

FOR AEA Unit 41/42

John Mukhar  
John Mukhar

President

Association of Engineers and Architects,  
IFPTE Local 21 (AEA Unit 41/42)

Nancy J. Ostrowski  
Nancy J. Ostrowski

Senior Labor Representative,  
IFPTE Local 21

3/17/2011  
Date

3/17/2011  
Date

## Side Letter Agreement

BETWEEN

THE CITY OF SAN JOSE

and

ASSOCIATION OF ENGINEERS AND ARCHITECTS, IFPTE LOCAL 21  
(AEA Unit 43)

### LAYOFF

The City or the Association of Engineers and Architects, IFPTE Local 21 (AEA Unit 43) may provide notice to the other of its request to meet and confer on modifications to the City's layoff process and procedure, including the provisions of the Layoff article in the Memorandum of Agreement. Upon such notice, the parties shall meet within ten (10) calendar days after the City or AEA Unit 43 receives notice from the other. The City and AEA Unit 43 shall meet and confer in good faith in an effort to reach a mutual agreement. If the parties are at impasse and no agreement is reached, either party may invoke the impasse procedures in accordance with the applicable provisions under the Employer-Employee Relations Resolution No. 39367. The parties understand that this means that, notwithstanding any other provision in any successor Memorandum of Agreement, the City will have the right to unilaterally implement in the event that no agreement is reached at the conclusion of negotiations and mandatory impasse procedures.

This Agreement is tentative and shall become effective only as part of the overall agreement on, and only during the term of, a successor Memorandum of Agreement.

FOR THE CITY:

\_\_\_\_\_  
Aracely Rodriguez Date  
Office of Employee Relations

FOR AEA Unit 43

John Mukhar 3/17/2011  
John Mukhar Date  
President

Association of Engineers and Architects,  
IFPTE Local 21 (AEA Unit 43)

Nancy J. Ostrowski 3/17/2011  
Nancy J. Ostrowski Date  
Senior Labor Representative,  
IFPTE Local 21

## Side Letter Agreement

BETWEEN

THE CITY OF SAN JOSE

and

ASSOCIATION OF MAINTENANCE AND SUPERVISORY PERSONNEL (AMSP)

### LAYOFF

The City or the Association of Maintenance and Supervisory Personnel (AMSP) may provide notice to the other of its request to meet and confer on modifications to the City's layoff process and procedure. Upon such notice, the parties shall meet within ten (10) calendar days after the City or AMSP receives notice from the other. The City and AMSP shall meet and confer in good faith in an effort to reach a mutual agreement. If the parties are at impasse and no agreement is reached, either party may invoke the impasse procedures in accordance with the applicable provisions under the Employer-Employee Relations Resolution No. 39367. The parties understand that this means that, notwithstanding any other provision in any successor agreement between the City and AMSP, the City will have the right to unilaterally implement in the event that no agreement is reached at the conclusion of negotiations and mandatory impasse procedures.

This Agreement is tentative and shall become effective only as part of the overall agreement on, and only during the term of, a successor agreement between the City and AMSP.

FOR THE CITY:

\_\_\_\_\_  
Aracely Rodriguez  
Office of Employee Relations

Date

FOR AMSP:

\_\_\_\_\_  
Date Dapp  
Association of Maintenance and  
Supervisory Personnel (AMSP)

3/17/2011  
Date

## Side Letter Agreement

BETWEEN

THE CITY OF SAN JOSE

and

CITY ASSOCIATION OF MANAGEMENT PERSONNEL, IFPTE LOCAL 21 (CAMP)

### LAYOFF

The City or the City Association of Management Personnel, IFPTE Local 21 (CAMP) may provide notice to the other of its request to meet and confer on modifications to the City's layoff process and procedure. Upon such notice, the parties shall meet within ten (10) calendar days after the City or CAMP receives notice from the other. The City and CAMP shall meet and confer in good faith in an effort to reach a mutual agreement. If the parties are at impasse and no agreement is reached, either party may invoke the impasse procedures in accordance with the applicable provisions under the Employer-Employee Relations Resolution No. 39367. The parties understand that this means that, notwithstanding any other provision in any successor agreement between the City and CAMP, the City will have the right to unilaterally implement in the event that no agreement is reached at the conclusion of negotiations and mandatory impasse procedures.

This Agreement is tentative and shall become effective only as part of the overall agreement on, and only during the term of, a successor agreement between the City and CAMP.

FOR THE CITY:

\_\_\_\_\_  
Aracely Rodriguez Date  
Office of Employee Relations

FOR CAMP

Cay Denise MacKenzie 3/17/2011  
Cay Denise MacKenzie Date  
President

City Association of Management  
Personnel, IFPTE Local 21 (CAMP)

Nancy J. Ostrowski 3/17/2011  
Nancy J. Ostrowski Date  
Senior Labor Representative,  
IFPTE Local 21

## Side Letter Agreement

BETWEEN

THE CITY OF SAN JOSE

and

ASSOCIATION OF ENGINEERS AND ARCHITECTS, IFPTE LOCAL 21  
(AEA Unit 41/42)

### SUPPLEMENTAL RETIREE BENEFIT RESERVE (SRBR)

The City and the Association of Engineers and Architects, IFPTE Local 21 (AEA Unit 41/42) agree to discuss the Supplemental Retiree Benefit Reserve (SRBR) program in the Federated City Employees' Retirement System.

Either the City or AEA Unit 41/42 may provide notice to the other of its request to discuss the SRBR program. Upon such notice, the parties shall continue these discussions within ten (10) calendar days after the City or AEA Unit 41/42 receives notice from the other.

To the extent that any change to the SRBR program is a mandatory subject of bargaining, the City and AEA Unit 41/42 shall meet and confer in good faith in an effort to reach a mutual agreement. If the parties are at impasse and no agreement is reached on those issues that are a mandatory subject of bargaining, either party may invoke the impasse procedures in accordance with the applicable provisions under the Employer-Employee Relations Resolution No. 39367. The parties understand that this means that, notwithstanding any other provision in any successor Memorandum of Agreement, the City will have the right to unilaterally implement in the event that no agreement is reached at the conclusion of negotiations and mandatory impasse procedures.

This Agreement is tentative and shall become effective only as part of the overall agreement on, and only during the term of, a successor Memorandum of Agreement.

FOR THE CITY:

\_\_\_\_\_  
Aracely Rodriguez  
Office of Employee Relations

Date

FOR AEA Unit 41/42

John Mukhar  
John Mukhar  
President

3/17/2011  
Date

Association of Engineers and Architects,  
IFPTE Local 21 (AEA Unit 41/42)

Nancy J. Ostrowski  
Nancy J. Ostrowski  
Senior Labor Representative,  
IFPTE Local 21

3/17/2011  
Date

## Side Letter Agreement

BETWEEN

THE CITY OF SAN JOSE

and

ASSOCIATION OF ENGINEERS AND ARCHITECTS, IFPTE LOCAL 21  
(AEA Unit 43)

### SUPPLEMENTAL RETIREE BENEFIT RESERVE (SRBR)

The City and the Association of Engineers and Architects, IFPTE Local 21 (AEA Unit 43) agree to discuss the Supplemental Retiree Benefit Reserve (SRBR) program in the Federated City Employees' Retirement System.

Either the City or AEA Unit 43 may provide notice to the other of its request to discuss the SRBR program. Upon such notice, the parties shall continue these discussions within ten (10) calendar days after the City or AEA Unit 43 receives notice from the other.

To the extent that any change to the SRBR program is a mandatory subject of bargaining, the City and AEA Unit 43 shall meet and confer in good faith in an effort to reach a mutual agreement. If the parties are at impasse and no agreement is reached on those issues that are a mandatory subject of bargaining, either party may invoke the impasse procedures in accordance with the applicable provisions under the Employer-Employee Relations Resolution No. 39367. The parties understand that this means that, notwithstanding any other provision in any successor Memorandum of Agreement, the City will have the right to unilaterally implement in the event that no agreement is reached at the conclusion of negotiations and mandatory impasse procedures.

This Agreement is tentative and shall become effective only as part of the overall agreement on, and only during the term of, a successor Memorandum of Agreement.

FOR THE CITY:

\_\_\_\_\_  
Aracely Rodriguez Date  
Office of Employee Relations

FOR AEA Unit 43

John Mukhar 3/17/2011  
John Mukhar Date  
President

Association of Engineers and Architects,  
IFPTE Local 21 (AEA Unit 43)

Nancy J. Ostrowski 3/17/2011  
Nancy J. Ostrowski Date  
Senior Labor Representative,  
IFPTE Local 21

## Side Letter Agreement

BETWEEN

THE CITY OF SAN JOSE

and

ASSOCIATION OF MAINTENANCE AND SUPERVISORY PERSONNEL (AMSP)

### SUPPLEMENTAL RETIREE BENEFIT RESERVE (SRBR)

The City and the Association of Maintenance and Supervisory Personnel (AMSP) agree to discuss the Supplemental Retiree Benefit Reserve (SRBR) program in the Federated City Employees' Retirement System.

Either the City or AMSP may provide notice to the other of its request to discuss the SRBR program. Upon such notice, the parties shall continue these discussions within ten (10) calendar days after the City or AMSP receives notice from the other.

To the extent that any change to the SRBR program is a mandatory subject of bargaining, the City and AMSP shall meet and confer in good faith in an effort to reach a mutual agreement. If the parties are at impasse and no agreement is reached on those issues that are a mandatory subject of bargaining, either party may invoke the impasse procedures in accordance with the applicable provisions under the Employer-Employee Relations Resolution No. 39367. The parties understand that this means that, notwithstanding any other provision in any successor agreement between the City and AMSP, the City will have the right to unilaterally implement in the event that no agreement is reached at the conclusion of negotiations and mandatory impasse procedures.

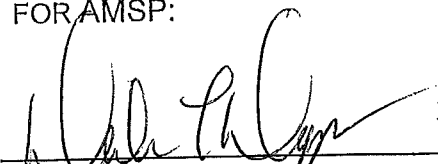
This Agreement is tentative and shall become effective only as part of the overall agreement on, and only during the term of, a successor agreement between the City and AMSP.

FOR THE CITY:

Aracely Rodriguez  
Office of Employee Relations

Date

FOR AMSP:

  
Dale Dapp  
Association of Maintenance and  
Supervisory Personnel (AMSP)

3/17/2011  
Date



## Side Letter Agreement

BETWEEN

THE CITY OF SAN JOSE

and

CITY ASSOCIATION OF MANAGEMENT PERSONNEL, IFPTE LOCAL 21 (CAMP)

### SUPPLEMENTAL RETIREE BENEFIT RESERVE (SRBR)

The City and the City Association of Management Personnel, IFPTE Local 21 (CAMP) agree to discuss the Supplemental Retiree Benefit Reserve (SRBR) program in the Federated City Employees' Retirement System.

Either the City or CAMP may provide notice to the other of its request to discuss the SRBR program. Upon such notice, the parties shall continue these discussions within ten (10) calendar days after the City or CAMP receives notice from the other.

To the extent that any change to the SRBR program is a mandatory subject of bargaining, the City and CAMP shall meet and confer in good faith in an effort to reach a mutual agreement. If the parties are at impasse and no agreement is reached on those issues that are a mandatory subject of bargaining, either party may invoke the impasse procedures in accordance with the applicable provisions under the Employer-Employee Relations Resolution No. 39367. The parties understand that this means that, notwithstanding any other provision in any successor agreement between the City and CAMP, the City will have the right to unilaterally implement in the event that no agreement is reached at the conclusion of negotiations and mandatory impasse procedures.

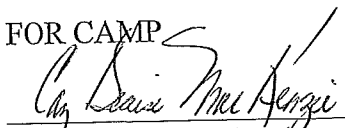
This Agreement is tentative and shall become effective only as part of the overall agreement on, and only during the term of, a successor agreement between the City and CAMP.

FOR THE CITY:

Aracely Rodriguez  
Office of Employee Relations

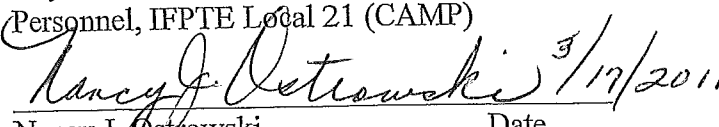
Date

FOR CAMP

  
Cay Denise MacKenzie

3/17/2011  
Date

President  
City Association of Management  
Personnel, IFPTE Local 21 (CAMP)

  
Nancy J. Ostrowski  
Senior Labor Representative,  
IFPTE Local 21

3/17/2011  
Date

## Side Letter Agreement

BETWEEN

THE CITY OF SAN JOSE

and

ASSOCIATION OF ENGINEERS AND ARCHITECTS, IFPTE LOCAL 21  
(AEA Unit 41/42)

### SUBSIDY FOR PUBLIC TRANSIT

The City and the Association of Engineers and Architects; IFPTE Local 21 (AEA Unit 41/42) agree to discuss the programs available to employees that provide subsidy for public transit. Discussions shall include, but not be limited to, modifications to the programs, voucher amounts and elimination of the programs.

Either the City or AEA Unit 41/42 may provide notice to the other of its request to discuss the programs available to employees that provide subsidies for public transit. Upon such notice, the parties shall continue these discussions within ten (10) calendar days after the City or AEA Unit 41/42 receives notice from the other.

To the extent that any change to the programs may be a mandatory subject of bargaining, the City and AEA Unit 41/42 shall meet and confer in good faith in an effort to reach a mutual agreement. If the parties are at impasse and no agreement is reached, either party may invoke the impasse procedures in accordance with the applicable provisions under the Employer-Employee Relations Resolution No. 39367. The parties understand that this means that, notwithstanding any other provision in any successor Memorandum of Agreement, the City will have the right to unilaterally implement in the event that no agreement is reached at the conclusion of negotiations and mandatory impasse procedures.

This Agreement is tentative and shall become effective only as part of the overall agreement on, and only during the term of, a successor agreement between the City and AEA Unit 41/42

FOR THE CITY:

\_\_\_\_\_  
Aracely Rodriguez  
Office of Employee Relations

\_\_\_\_\_  
Date

FOR AEA Unit 41/42

\_\_\_\_\_  
John Mukhar  
President  
Association of Engineers and Architects,  
IFPTE Local 21 (AEA Unit 41/42)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Nancy J. Ostrowski  
Senior Labor Representative,  
IFPTE Local 21

\_\_\_\_\_  
Date

## Side Letter Agreement

BETWEEN

THE CITY OF SAN JOSE

and

ASSOCIATION OF ENGINEERS AND ARCHITECTS, IFPTE LOCAL 21  
(AEA Unit 43)

### SUBSIDY FOR PUBLIC TRANSIT

The City and the Association of Engineers and Architects, IFPTE Local 21 (AEA Unit 43) agree to discuss the programs available to employees that provide subsidy for public transit. Discussions shall include, but not be limited to, modifications to the programs, voucher amounts and elimination of the programs.

Either the City or AEA Unit 43 may provide notice to the other of its request to discuss the programs available to employees that provide subsidies for public transit. Upon such notice, the parties shall continue these discussions within ten (10) calendar days after the City or AEA Unit 43 receives notice from the other.

To the extent that any change to the programs may be a mandatory subject of bargaining, the City and AEA Unit 43 shall meet and confer in good faith in an effort to reach a mutual agreement. If the parties are at impasse and no agreement is reached, either party may invoke the impasse procedures in accordance with the applicable provisions under the Employer-Employee Relations Resolution No. 39367. The parties understand that this means that, notwithstanding any other provision in any successor Memorandum of Agreement, the City will have the right to unilaterally implement in the event that no agreement is reached at the conclusion of negotiations and mandatory impasse procedures.

This Agreement is tentative and shall become effective only as part of the overall agreement on, and only during the term of, a successor agreement between the City and AEA Unit 43.

FOR THE CITY:

\_\_\_\_\_  
Aracely Rodriguez  
Office of Employee Relations

Date

FOR AEA Unit 43

John Mukhar 3/17/2011  
John Mukhar Date

President

Association of Engineers and Architects,  
IFPTE Local 21 (AEA Unit 43)

Nancy J. Ostrowski 3/17/2011  
Nancy J. Ostrowski Date  
Senior Labor Representative,  
IFPTE Local 21

## Side Letter Agreement

BETWEEN

THE CITY OF SAN JOSE

and

ASSOCIATION OF MAINTENANCE AND SUPERVISORY PERSONNEL (AMSP)

### SUBSIDY FOR PUBLIC TRANSIT

The City and the Association of Maintenance and Supervisory Personnel (AMSP) agree to discuss the programs available to employees that provide subsidy for public transit. Discussions shall include, but not be limited to, modifications to the programs, voucher amounts and elimination of the programs.

Either the City or AMSP may provide notice to the other of its request to discuss the programs available to employees that provide subsidies for public transit. Upon such notice, the parties shall continue these discussions within ten (10) calendar days after the City or AMSP receives notice from the other.

To the extent that any change to the programs may be a mandatory subject of bargaining, the City and AMSP shall meet and confer in good faith in an effort to reach a mutual agreement. If the parties are at impasse and no agreement is reached, either party may invoke the impasse procedures in accordance with the applicable provisions under the Employer-Employee Relations Resolution No. 39367. The parties understand that this means that, notwithstanding any other provision in any successor agreement between the City and AMSP, the City will have the right to unilaterally implement in the event that no agreement is reached at the conclusion of negotiations and mandatory impasse procedures.

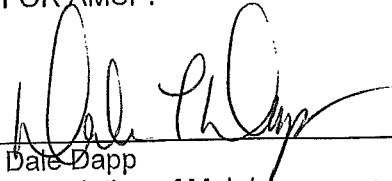
This Agreement is tentative and shall become effective only as part of the overall agreement on, and only during the term of, a successor agreement between the City and AMSP.

FOR THE CITY:

Aracely Rodriguez  
Office of Employee Relations

Date

FOR AMSP:

  
Date Dapp  
Association of Maintenance and  
Supervisory Personnel (AMSP)

3/17/2011  
Date

## Side Letter Agreement

BETWEEN

THE CITY OF SAN JOSE

and

CITY ASSOCIATION OF MANAGEMENT PERSONNEL, IFPTE LOCAL 21 (CAMP)

### SUBSIDY FOR PUBLIC TRANSIT

The City and the City Association of Management Personnel, IFPTE Local 21 (CAMP) agree to discuss the programs available to employees that provide subsidy for public transit. Discussions shall include, but not be limited to, modifications to the programs, voucher amounts and elimination of the programs.

Either the City or CAMP may provide notice to the other of its request to discuss the programs available to employees that provide subsidies for public transit. Upon such notice, the parties shall continue these discussions within ten (10) calendar days after the City or CAMP receives notice from the other.

To the extent that any change to the programs may be a mandatory subject of bargaining, the City and CAMP shall meet and confer in good faith in an effort to reach a mutual agreement. If the parties are at impasse and no agreement is reached, either party may invoke the impasse procedures in accordance with the applicable provisions under the Employer-Employee Relations Resolution No. 39367. The parties understand that this means that, notwithstanding any other provision in any successor agreement between the City and CAMP, the City will have the right to unilaterally implement in the event that no agreement is reached at the conclusion of negotiations and mandatory impasse procedures.

This Agreement is tentative and shall become effective only as part of the overall agreement on, and only during the term of, a successor agreement between the City and CAMP.

FOR THE CITY:

\_\_\_\_\_  
Aracely Rodriguez  
Office of Employee Relations

\_\_\_\_\_  
Date

FOR CAMP

\_\_\_\_\_  
Cay Denise MacKenzie 3/17/2011  
Date

\_\_\_\_\_  
President  
City Association of Management  
Personnel, IFPTE Local 21 (CAMP)

\_\_\_\_\_  
Nancy J. Ostrowski 3/17/2011  
Date  
Senior Labor Representative,  
IFPTE Local 21

## Side Letter Agreement

BETWEEN

THE CITY OF SAN JOSE

and

ASSOCIATION OF ENGINEERS AND ARCHITECTS, IFPTE LOCAL 21  
(AEA Unit 41/42)

### SICK LEAVE PAYOUT

The City and the Association of Engineers and Architects, IFPTE Local 21 (AEA Unit 41/42) agree to continue meeting and conferring on sick leave payout (Article 8.4 through Article 8.4.1.6) for current and future employees.

Either the City or AEA Unit 41/42 may provide notice to the other of its request to meet and confer. Upon such notice, the parties shall continue these negotiations within ten (10) calendar days after the City or AEA Unit 41/42 receives notice from the other. The City and AEA Unit 41/42 shall meet and confer in good faith in an effort to reach a mutual agreement. If the parties are at impasse and no agreement is reached, either party may invoke the impasse procedures in accordance with the applicable provisions under the Employer-Employee Relations Resolution No. 39367. The parties understand that this means that, notwithstanding any other provision in any successor Memorandum of Agreement, the City will have the right to unilaterally implement in the event that no agreement is reached at the conclusion of negotiations and mandatory impasse procedures.

This Agreement is tentative and shall become effective only as part of the overall agreement on, and only during the term of, a successor agreement between the City and AEA Unit 41/42.

FOR THE CITY:

\_\_\_\_\_  
Aracely Rodriguez  
Office of Employee Relations

Date

FOR AEA Unit 41/42

John Mukhar 3/17/2011  
John Mukhar Date  
President

Association of Engineers and Architects,  
IFPTE Local 21 (AEA Unit 41/42)

Nancy J. Ostrowski 3/17/2011  
Nancy J. Ostrowski Date  
Senior Labor Representative,  
IFPTE Local 21

## Side Letter Agreement

BETWEEN

THE CITY OF SAN JOSE

and

ASSOCIATION OF ENGINEERS AND ARCHITECTS, IFPTE LOCAL 21  
(AEA Unit 43)

### SICK LEAVE PAYOUT

The City and the Association of Engineers and Architects, IFPTE Local 21 (AEA Unit 43) agree to continue meeting and conferring on sick leave payout (Article 8.4 through Article 8.4.1.6) for current and future employees.

Either the City or AEA Unit 43 may provide notice to the other of its request to meet and confer. Upon such notice, the parties shall continue these negotiations within ten (10) calendar days after the City or AEA Unit 43 receives notice from the other. The City and AEA Unit 43 shall meet and confer in good faith in an effort to reach a mutual agreement. If the parties are at impasse and no agreement is reached, either party may invoke the impasse procedures in accordance with the applicable provisions under the Employer-Employee Relations Resolution No. 39367. The parties understand that this means that, notwithstanding any other provision in any successor Memorandum of Agreement, the City will have the right to unilaterally implement in the event that no agreement is reached at the conclusion of negotiations and mandatory impasse procedures.

This Agreement is tentative and shall become effective only as part of the overall agreement on, and only during the term of, a successor agreement between the City and AEA Unit 43.

FOR THE CITY:

\_\_\_\_\_  
Aracely Rodriguez  
Office of Employee Relations

Date

FOR AEA Unit 43

John Mukhar 3/17/2011  
John Mukhar Date  
President

Association of Engineers and Architects,  
IFPTE Local 21 (AEA Unit 43)

Nancy J. Ostrowski 3/17/2011  
Nancy J. Ostrowski Date  
Senior Labor Representative,  
IFPTE Local 21

## Side Letter Agreement

BETWEEN

THE CITY OF SAN JOSE

and

ASSOCIATION OF MAINTENANCE SUPERVISORY PERSONNEL (AMSP)

### SICK LEAVE PAYOUT

The City and the Association of Maintenance Supervisory Personnel (AMSP) agree to continue meeting and conferring on sick leave payout (the section entitled "Sick Leave Payout") for current and future employees.

Either the City or AMSP may provide notice to the other of its request to meet and confer. Upon such notice, the parties shall continue these negotiations within ten (10) calendar days after the City or AMSP receives notice from the other. The City and AMSP shall meet and confer in good faith in an effort to reach a mutual agreement. If the parties are at impasse and no agreement is reached, either party may invoke the impasse procedures in accordance with the applicable provisions under the Employer-Employee Relations Resolution No. 39367. The parties understand that this means that, notwithstanding any other provision in any successor agreement between the City and AMSP, the City will have the right to unilaterally implement in the event that no agreement is reached at the conclusion of negotiations and mandatory impasse procedures.

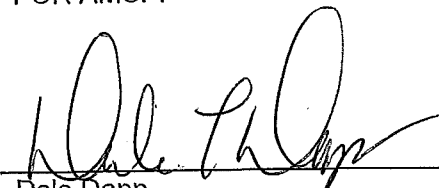
This Agreement is tentative and shall become effective only as part of the overall agreement on, and only during the term of, a successor agreement between the City and AMSP.

FOR THE CITY:

Aracely Rodriguez  
Office of Employee Relations

Date

FOR AMSP:

  
Dale Dapp  
Association of Maintenance Supervisory  
Personnel (AMSP)

3/17/2011  
Date



## Side Letter Agreement

BETWEEN

THE CITY OF SAN JOSE

and

THE CITY ASSOCIATION OF MANAGEMENT PERSONNEL, IFPTE LOCAL 21  
(CAMP)

### SICK LEAVE PAYOUT

The City and the City Association of Management Personnel, IFPTE Local 21 (CAMP) agree to continue meeting and conferring on sick leave payout (the section entitled "Sick Leave Payout") for current and future employees.

Either the City or CAMP may provide notice to the other of its request to meet and confer. Upon such notice, the parties shall continue these negotiations within ten (10) calendar days after the City or CAMP receives notice from the other. The City and CAMP shall meet and confer in good faith in an effort to reach a mutual agreement. If the parties are at impasse and no agreement is reached, either party may invoke the impasse procedures in accordance with the applicable provisions under the Employer-Employee Relations Resolution No. 39367. The parties understand that this means that, notwithstanding any other provision in any successor agreement between the City and CAMP, the City will have the right to unilaterally implement in the event that no agreement is reached at the conclusion of negotiations and mandatory impasse procedures.

This Agreement is tentative and shall become effective only as part of the overall agreement on, and only during the term of, a successor agreement between the City and CAMP.

FOR THE CITY:

Aracely Rodriguez  
Office of Employee Relations

Date

FOR CAMP

Cay Denise MacKenzie

3/17/2011

Date

President

City Association of Management  
Personnel, IFPTE Local 21 (CAMP)

Nancy J. Ostrowski

3/17/2011

Date

Senior Labor Representative,  
IFPTE Local 21

## Side Letter Agreement

BETWEEN

THE CITY OF SAN JOSE

and

THE ASSOCIATION OF ENGINEERS AND ARCHITECTS; IFPTE LOCAL 21  
(AEA Unit 41/42)

### CONTRACTING OUT

The City agrees to meet and confer with AEA Unit 41/42 prior to contracting out work currently performed by bargaining unit members whenever such contracting out would result in material reduction of work done by bargaining unit members or would have significant adverse impact on bargaining unit work. It is agreed that position reductions, which result in lay-off of employees in the bargaining unit constitute significant impact on bargaining unit work.

This Agreement is tentative and shall become effective only as part of the overall agreement on, and only during the term of, a successor agreement between the City and AEA Unit 41/42.

FOR THE CITY:

\_\_\_\_\_  
Aracely Rodriguez Date  
Office of Employee Relations

FOR AEA Unit 41/42

John Mukhar 3/17/2011  
John Mukhar Date  
President

Association of Engineers and Architects,  
(IFPTE Local 21 (AEA Unit 41/42))

Nancy J. Ostrowski 3/17/2011  
Nancy J. Ostrowski Date  
Senior Labor Representative,  
IFPTE Local 21

## Side Letter Agreement

BETWEEN

THE CITY OF SAN JOSE

and

THE ASSOCIATION OF ENGINEERS AND ARCHITECTS, IFPTE LOCAL 21  
(AEA Unit 43)

### CONTRACTING OUT

The City agrees to meet and confer with AEA Unit 43 prior to contracting out work currently performed by bargaining unit members whenever such contracting out would result in material reduction of work done by bargaining unit members or would have significant adverse impact on bargaining unit work. It is agreed that position reductions, which result in lay-off of employees in the bargaining unit constitute significant impact on bargaining unit work.

This Agreement is tentative and shall become effective only as part of the overall agreement on, and only during the term of, a successor agreement between the City and AEA Unit 43.

FOR THE CITY:

\_\_\_\_\_  
Aracely Rodriguez Date  
Office of Employee Relations

FOR AEA Unit 43

John Mukhar 3/17/2011  
John Mukhar Date  
President

Association of Engineers and Architects,  
IFPTE Local 21 (AEA Unit 43)

Nancy J. Ostrowski 3/17/2011  
Nancy J. Ostrowski Date  
Senior Labor Representative,  
IFPTE Local 21

## Side Letter Agreement

BETWEEN

THE CITY OF SAN JOSE

and

THE ASSOCIATION OF MAINTENANCE AND SUPERVISORY PERSONNEL (AMSP)

### CONTRACTING OUT

The City agrees to meet and confer with AMSP prior to contracting out work currently performed by bargaining unit members whenever such contracting out would result in material reduction of work done by bargaining unit members or would have significant adverse impact on bargaining unit work. It is agreed that position reductions, which result in lay-off of employees in the bargaining unit constitute significant impact on bargaining unit work.

This Agreement is tentative and shall become effective only as part of the overall agreement on, and only during the term of, a successor agreement between the City and AMSP.

FOR THE CITY:

FOR AMSP:

\_\_\_\_\_  
Aracely Rodriguez Date  
Office of Employee Relations

\_\_\_\_\_  
Dale Dapp Date  
Association of Maintenance and Supervisory  
Personnel (AMSP) 3/17/2011

## Side Letter Agreement

BETWEEN

THE CITY OF SAN JOSE

and

THE CITY ASSOCIATION OF MANAGEMENT PERSONNEL, IFPTE LOCAL 21  
(CAMP)

### CONTRACTING OUT

The City agrees to meet and confer with CAMP prior to contracting out work currently performed by bargaining unit members whenever such contracting out would result in material reduction of work done by bargaining unit members or would have significant adverse impact on bargaining unit work. It is agreed that position reductions, which result in lay-off of employees in the bargaining unit constitute significant impact on bargaining unit work.

This Agreement is tentative and shall become effective only as part of the overall agreement on, and only during the term of, a successor agreement between the City and CAMP.

FOR THE CITY:

\_\_\_\_\_  
Aracely Rodriguez Date  
Office of Employee Relations

FOR CAMP

Cay Denise MacKenzie 3/17/2011  
Cay Denise MacKenzie Date  
President

City Association of Management  
Personnel, IFPTE Local 21 (CAMP)

Nancy J. Ostrowski 3/17/2011  
Nancy J. Ostrowski Date  
Senior Labor Representative,  
IFPTE Local 21

## Side Letter Agreement

BETWEEN

THE CITY OF SAN JOSE

and

ASSOCIATION OF ENGINEERS AND ARCHITECTS, IFPTE LOCAL 21  
(AEA Unit 41/42)

### GRIEVANCE

On October 21, 2010, the Association of Engineers and Architects, IFPTE Local 21 (AEA Unit 41/42), filed a grievance and advanced it to arbitration related to the additional retirement contributions being made by employees represented by AEA Unit 41/42. Per the agreement for Fiscal Year 2010-2011 between the City and AEA Unit 41/42, employees represented by AEA Unit 41/42 were to make additional retirement contributions to reduce the City's required retirement contributions as part of a total compensation reduction. As the additional retirement contributions to be made by employees represented by AEA Unit 41/42 could not be immediately implemented, AEA Unit 41/42 subsequently challenged the additional retirement contributions as calculated by the City.

As part of the overall agreement on a successor Memorandum of Agreement, AEA Unit 41/42 agrees to withdraw the grievance that was advanced to arbitration with regard to the additional retirement contributions with prejudice and forego any other remedy, including, but not limited to, litigation regarding the additional retirement contributions as calculated by the City.

This Agreement is tentative and shall become effective only as part of the overall agreement on a successor agreement between the City and AEA Unit 41/42.

FOR THE CITY:

Aracely Rodriguez  
Office of Employee Relations

Date

FOR AEA Unit 41/42

John Mukhar 3/17/2011  
John Mukhar Date

President  
Association of Engineers and Architects,  
IFPTE Local 21 (AEA Unit 41/42)

Nancy J. Ostrowski 3/17/2011  
Nancy J. Ostrowski Date  
Senior Labor Representative,  
IFPTE Local 21

## Side Letter Agreement

BETWEEN

THE CITY OF SAN JOSE

and

ASSOCIATION OF ENGINEERS AND ARCHITECTS, IFPTE LOCAL 21  
(AEA Unit 43)

### GRIEVANCE

On October 21, 2010, the Association of Engineers and Architects, IFPTE Local 21 (AEA Unit 43), filed a grievance and advanced it to arbitration related to the additional retirement contributions being made by employees represented by AEA Unit 43. Per the agreement for Fiscal Year 2010-2011 between the City and AEA Unit 43, employees represented by AEA Unit 43 were to make additional retirement contributions to reduce the City's required retirement contributions as part of a total compensation reduction. As the additional retirement contributions to be made by employees represented by AEA Unit 43 could not be immediately implemented, AEA Unit 43 subsequently challenged the additional retirement contributions as calculated by the City.

As part of the overall agreement on a successor Memorandum of Agreement, AEA Unit 43 agrees to withdraw the grievance that was advanced to arbitration with regard to the additional retirement contributions with prejudice and forego any other remedy, including, but not limited to, litigation regarding the additional retirement contributions as calculated by the City.

This Agreement is tentative and shall become effective only as part of the overall agreement on a successor agreement between the City and AEA Unit 43.

FOR THE CITY:

\_\_\_\_\_  
Aracely Rodriguez  
Office of Employee Relations

Date

FOR AEA Unit 43

John Mukhar 3/17/2011  
John Mukhar Date  
President

Association of Engineers and Architects,  
IFPTE Local 21 (AEA Unit 43)

Nancy J. Ostrowski 3/17/2011  
Nancy J. Ostrowski Date  
Senior Labor Representative,  
IFPTE Local 21

## Side Letter Agreement

BETWEEN

THE CITY OF SAN JOSE

and

ASSOCIATION OF MAINTENANCE SUPERVISORY PERSONNEL (AMSP)

### GRIEVANCE

Effective June 27, 2010, the Association of Maintenance Supervisory Personnel (AMSP) agreed to make additional retirement contributions. Per the agreement for Fiscal Year 2010-2011 between the City and AMSP, employees represented by AMSP were to make additional retirement contributions to reduce the City's required retirement contributions as part of a total compensation reduction. As the additional retirement contributions to be made by employees represented by AMSP could not be immediately implemented, the additional retirement contributions were calculated by the City.

As part of the overall agreement on a successor agreement between the City and AMSP, AMSP agrees and hereby waives the right to file any and all grievances and any action, judicial or administrative, which may or may not have heretofore been instituted in regard to or in any way related to the additional retirement contributions as calculated by the City.

This Agreement is tentative and shall become effective only as part of the overall agreement on a successor agreement between the City and AMSP.

FOR THE CITY:

\_\_\_\_\_  
Aracely Rodriguez  
Office of Employee Relations

\_\_\_\_\_  
Date

FOR AMSP:

\_\_\_\_\_  
Dale Dapp  
Association of Maintenance Supervisory  
Personnel (AMSP)

\_\_\_\_\_  
Date

3/17/2011  
3/17/2011



## Side Letter Agreement

BETWEEN

THE CITY OF SAN JOSE

and

CITY ASSOCIATION OF MANAGEMENT PERSONNEL, IFPTE LOCAL 21 (CAMP)

### GRIEVANCE

On September 15, 2010, the City Association of Management Personnel, IFPTE Local 21 (CAMP), filed an administrative grievance related to the additional retirement contributions being made by employees represented by CAMP. Per the agreement for Fiscal Year 2010-2011 between the City and CAMP, employees represented by CAMP were to make additional retirement contributions to reduce the City's required retirement contributions as part of a total compensation reduction. As the additional retirement contributions to be made by employees represented by CAMP could not be immediately implemented, CAMP subsequently challenged the additional retirement contributions as calculated by the City.

As part of the overall agreement on a successor agreement between the City and CAMP, CAMP agrees to withdraw the administrative grievance with regard to the additional retirement contributions with prejudice and forego any other remedy, including, but not limited to, litigation regarding the additional retirement contributions as calculated by the City.

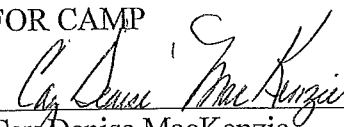
This Agreement is tentative and shall become effective only as part of the overall agreement on a successor agreement between the City and CAMP.

FOR THE CITY:

Aracely Rodriguez  
Office of Employee Relations

Date

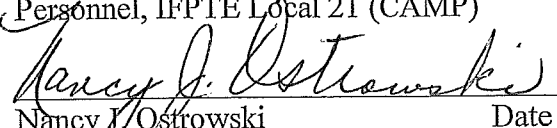
FOR CAMP

  
Cay Denise MacKenzie

3/17/2011  
Date

President

City Association of Management  
Personnel, IFPTE Local 21 (CAMP)

  
Nancy J. Ostrowski  
Senior Labor Representative,  
IFPTE Local 21

3/17/2011  
Date

2011 CITY OF SAN JOSE — COALITION

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**CITY PROPOSAL — DISABILITY LEAVE SUPPLEMENT**

Effective June 26, 2011 reduce maximum supplemental pay benefit from nine (9) calendar months (1560 hours) to six (6) calendar months (1040 hours).

The City will provide thirty (30) day open enrollment period for long term disability insurance with this change.

Note -- This proposal is consistent with terms imposed upon ABMEI and is a substantial reduction and reform of a current benefit for those members of our respective bargaining unit that become disabled.

FOR AEA Unit 41/42

John Mukhar 3/17/2011  
John Mukhar Date  
President

Association of Engineers and Architects,  
IFPTE Local 21 (AEA Unit 41/42)

Nancy J. Ostrowski 3/17/2011  
Nancy J. Ostrowski Date  
Senior Labor Representative,  
IFPTE Local 21

2011 CITY OF SAN JOSE – COALITION

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CITY PROPOSAL – DISABILITY LEAVE SUPPLEMENT

Effective June 26, 2011 reduce maximum supplemental pay benefit from nine (9) calendar months (1560 hours) to six (6) calendar months (1040 hours).

The City will provide thirty (30) day open enrollment period for long term disability insurance with this change.

Note -- This proposal is consistent with terms imposed upon ABMEI and is a substantial reduction and reform of a current benefit for those members of our respective bargaining unit that become disabled.

FOR AEA Unit 43

John Mukhar 3/17/2011  
John Mukhar Date  
President

Association of Engineers and Architects,  
IFPTE Local 21 (AEA Unit 43)

Nancy J. Ostrowski 3/17/2011  
Nancy J. Ostrowski Date  
Senior Labor Representative,  
IFPTE Local 21

2011 CITY OF SAN JOSE -- COALITION

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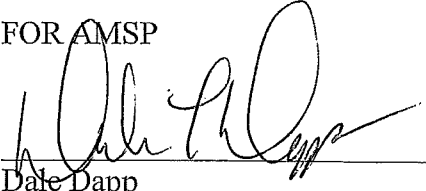
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FOR AMSP

  
Dale Dapp

Association of Maintenance and  
Supervisory Personnel (AMSP)

3/17/2011  
Date

2011 CITY OF SAN JOSE – COALITION

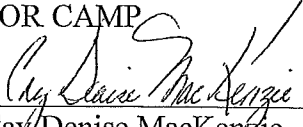
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FOR CAMP

  
Cay Denise MacKenzie

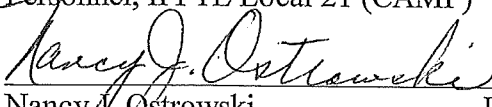
3/14/2011

Date

President

City Association of Management

Personnel, IFPTE Local 21 (CAMP)

  
Nancy J. Ostrowski

3/17/2011  
Date

Senior Labor Representative,  
IFPTE Local 21

2011 CITY OF SAN JOSE – COALITION

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CITY PROPOSAL – VACATION SELLBACK

Reduce all vacation sellbacks from 96 hours to a maximum of 80 hours per calendar year.

We agree to the Irrevocable Election process followed by Unit 99. This means the first Irrevocable Election would be made by December 31, 2011 for the 2012 calendar year.

FOR AEA Unit 41/42

John Mukhar 3/17/2011  
John Mukhar Date  
President

Association of Engineers and Architects,  
IFPTE Local 21 (AEA Unit 41/42)

Nancy J. Ostrowski 3/17/2011  
Nancy J. Ostrowski Date  
Senior Labor Representative,  
IFPTE Local 21

2011 CITY OF SAN JOSE – COALITION

CITY PROPOSAL – VACATION SELLBACK

Reduce all vacation sellbacks from 120 hours to a maximum of 80 hours per calendar year.

We agree to the Irrevocable Election process followed by Unit 99. This means the first Irrevocable Election would be made by December 31, 2011 for the 2012 calendar year.

FOR AEA Unit 43

John Mukhar 3/17/2011  
John Mukhar Date  
President

Association of Engineers and Architects,  
IFPTE Local 21 (AEA Unit 43)

Nancy J. Ostrowski 3/17/2011  
Nancy J. Ostrowski Date  
Senior Labor Representative,  
IFPTE Local 21

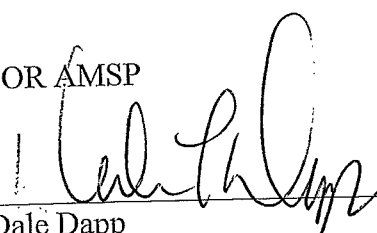
2011 CITY OF SAN JOSE – COALITION

CITY PROPOSAL – VACATION SELLBACK

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FOR AMSP

  
Dale Dapp  
Association of Maintenance and  
Supervisory Personnel (AMSP)

3/17/2011  
Date



2011 CITY OF SAN JOSE – COALITION


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CITY PROPOSAL – VACATION SELLBACK

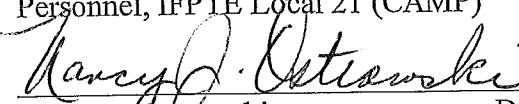
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FOR CAMP

  
Cay Denise MacKenzie 3/17/2011  
Date  
President

City Association of Management  
Personnel, IFPTE Local 21 (CAMP)

  
Nancy J. Ostrowski 3/17/2011  
Date  
Senior Labor Representative,  
IFPTE Local 21